

CONTRACT PERIOD THROUGH DECEMBER 31, 2002

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **INTEGRATION ENGINE FOR ICJIS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 6, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/**mm**
Attach

Copy to: Clerk of the Board
Monica Mendoza, Materials Management
John Doktor, ICJIS

INTEGRATION ENGINE FOR ICJIS

1.0 **INTENT:**

- 1.1 The INTEGRATION ENGINE FOR ICJIS (ICJIS) for Maricopa County is requesting proposals from vendors to integrate systems, applications and databases within the judicial and law enforcement systems. As a first step towards improving system integration and reducing duplicate data entry, an Integration Engine is to be implemented. The purpose of this RFP is to establish a requirements contract for software and installation assistance for an Integration Engine.
- 1.2 Integration will be a multi-year process with this RFP being the first step. With the exception of having access to County personnel in order to confirm the completion of a task, in addition to, access to a Bull mainframe telecommunications consultant provided by the County, **the vendor shall provide all necessary personnel for the successful implementation of the following phases/objectives:**

PHASE I – Objectives:

- Successfully install Integration Engine on test and production computers.
- Provide personnel to load software on both computers and instruct County personnel of proper loading procedure(s).
- Successfully complete the transfer of new and updated case data residing in a batch transaction file from the Maricopa County Sheriffs Office (MCSO)/Case Management System (CMS) to the Maricopa County Superior Court (MCSC)/ Automated Court System (ACS). (Refer to Exhibit D for specifications regarding file and record formats)
- Assistance – provide programming of Integration Engine for this transaction and telecommunication/network consulting for the HP portion of this objective.

PHASE II – Objectives:

- Replace the MCSO/Jail Management System (JMS) to Maricopa County Attorneys Office (MCAO)/County Attorney Information System (CAIS) data feed and expand use to supplying other justice agencies with booking and release transactions. (Refer to Exhibit E for existing specifications). This objective shall also require that the Integration Engine emulate a VT 100 terminal session to retrieve transactions from the MCSO Bull Mainframe.
- Replace existing data feed between MCSO/JMS and MCAO/CAIS and MCAO/ADS.
- Assistance - provide programming of Integration Engine for this transaction and telecommunication/network consulting for the HP & NT portions of this objective.
- Select booking and release transactions from the MCSO/JMS feed and transfer data to MCSC/Adult Probation Enterprise Tracking System (APETS), MCSC/ Juvenile on-Line Tracking System (JOLTS), and MCSC/Justice Courts Case Management System (JCS).
- Assistance - provide programming of Integration Engine for this transaction and telecommunication/network consulting for the non-Bull mainframe portions of this objective

PHASE III – Objectives:

- Successfully complete the transfer of an MS Word document containing the IA calendar from the MCSC/Initial Appearance Court Calendar (IACC) to the MCSO/JMS, MCSO/CMS, MCAO/CAIS, Maricopa County Public Defender (MCPD)/Client Records Management System (CRMS), Maricopa County Legal Defender (MCLD)/Time Matters (TM), MCSC/JCS and Maricopa County Office of Court Appointed Council (OCAC)/ CAS. Convert the MS Word document into flat file records for receiving systems. (Refer to Exhibit F for copy of IA Calendar Report).
- Assistance - provide programming of Integration Engine for this transaction and telecommunication/network consulting for the non-Bull mainframe portions of this objective.

PHASE IV – Objectives:

- Successfully complete the transfer of an electronic mail formatted minute entry from Maricopa County Clerk of the Court (MCCC)/Minute Entry System (MEEDS) to the MCSC/Adult Probation

Enterprise Tracking System (APETS). Convert the email into a flat file record that will be used by MCSC/APETS to distribute the minute entry to the assigned probation officer. (Refer to Exhibit H for documentation on email transaction.)

- Assistance - provide programming of Integration Engine for this transaction and telecommunication/network consulting for this objective.

2.0 **SCOPE OF WORK:**

2.1 **ICJIS Organization & Background:**

ICJIS consists of a coalition of agencies: Sheriff, County Attorney, indigent representation (Public Defender, Legal Defender and Office of Court Appointed Counsel), Clerk of the Court, and Courts (Superior Court, Justice Courts and Juvenile Court, including Pretrial Services and Probation functions). Each member of ICJIS is an independent, autonomous entity. These ICJIS departments are responsible for business processes that include the major activities of crime reporting, investigation, arrest, prosecution, adjudication, incarceration, and probation/community service. Those with elected leaders include the Sheriff, County Attorney, Clerk of the Court and Superior Court (via a presiding judge). Leaders of the indigent representation agencies are appointed and receive authority from the County Administrative Officer. Other entities involved in the integration coalition include the County Office of Management and Budget (for informational purposes in support of funding) and the Chief Information Officer (CIO, for consultative and advisory purposes). Both are appointed positions that receive authority from the County Administrative Officer.

Integration program Governance includes an Executive Committee (with an elected chair) which is comprised of the elected and appointed agency or policy leaders, and a Business Team, consisting of operational leaders from the agencies. These entities meet regularly.

The ICJIS integration is an outgrowth of the County Jail Facilities Excise Tax, passed in November 1998. This tax funds the construction of jail facilities and improvements in the system to lessen the number of jail beds needed which includes funding to integrate existing and emerging information systems.

2.2 **ICJIS Mission:**

It is the mission of the ICJIS to enhance public safety, improve service to the community, and promote quality justice and law enforcement decision-making by sharing information that is timely, secure, reliable, and comprehensive.

2.3 **External Justice Organizations:**

In addition to ICJIS agencies, integration will be required in subsequent phases of this project. Those agencies include: State agencies of the Department of Public Safety (DPS), Attorney General, and the Administrative Office of the Courts as well as local agencies to include municipal courts and police departments. **THE SUBSEQUENT PHASES OF THIS PROJECT SHALL BE BID OUT AS A SEPARATE REQUEST FOR PROPOSAL ISSUED BY MARICOPA COUNTY MATERIALS MANAGEMENT.**

2.4 **Environment:**

ICJIS requirements for the Interface Engine are to send and receive messages between the following applications running on the associated computer systems, (Refer to Exhibit J for additional information regarding the technical environment):

2.4.1 **ICJIS Servers:**

ICJIS is a temporary agency formed for implementation of projects during the nine-year life of its special taxing authority. It will be necessary to have existing criminal justice agencies absorb any ongoing operational aspects of this and future ICJIS funded projects. It has been decided that the ATC computer center area and operations staff of the Maricopa County Attorney's Office (MCAO) will be used to administer/manage/monitor the computer equipment for this Integration Engine. In addition, the MCAO will initially provide two of the three computers

needed to support the messaging software implementation (test machine, production machine, and fail-over machine). Therefore, the Integration Engine proposed shall operate on the following Hewlett-Packard UNIX computers:

- 2.4.1.1 Development/Test Computer - HP9000/800 E55 with 256 Mbytes of memory and 8 GB of disk space.
- 2.4.1.2 Production Computer - HP9000/800 H70 with 512 Mbytes of memory and over 50GB of disk space.
- 2.4.1.3 Fail-Over Computer - HP9000/800 H70 with 512 Mbytes of memory and over 50GB of disk space.

2.4.2 Maricopa County Sheriff Office (MCSO):

MCSO's primary production computer is a Bull DPS9000 with the GCOS8 operating system. Interface will be accomplished using VT 100 emulation and using a Bull version of RS6000 under AIX with Bull ServerX software.

- 2.4.2.1 Jail Management System (JMS) - primary application for booking of defendants and managing jail operations.
- 2.4.2.2 Case Management System (CMS) - application developed and supported by the MCSO for the Superior Court. Application tracks defendant information for bindovers to the Superior Court.

2.4.3 Maricopa County Attorney Office (MCAO):

MCAO's primary production computer is an HP9000/800 with HP-UX 11.00 operating system, Informix 7.3.1 FC6 database engine.

- 2.4.3.1 County Attorney Information System (CAIS) - application for case management.

2.4.4 Maricopa County Superior Court (MCSC):

Several computer systems are in use to support court applications.

- 2.4.4.1 Automated Court System (ACS) - primary application for managing criminal, civil family law and probation cases. This application runs on a Bull DPS9000 with GCOS8 operating system. Interface will be accomplished using a Bull version of RS6000 under AIX with Bull ServerX software.
- 2.4.4.2 Adult Probation Enterprise Tracking System (APETS) - This is a shared state system that is operated by the Administrative Office of the Court (AOC). It is the primary case tracking system used by Adult Probation and runs on an IBM RS6000 with AIX operating system.
- 2.4.4.3 Juvenile On-Line Tracking System (JOLTS) - Used by Juvenile Probation for case management. The application runs on an IBM AS/400 M-720 using DB2 database.
- 2.4.4.4 Justice Courts Case Management System (JCS) - Used by the justice courts for case management. The application runs on a AlphaServer 2100 Cluster (2) with OpenVMS.
- 2.4.4.5 Initial Appearance Court Calendar (IACC) - MS Word document used to record the calendar used in the Initial Appearance Court. The document resides on a Windows NT server.

2.4.5 Maricopa County Clerk of the Court (MCCC):

Primarily uses the MCSC/ACS system for case management but also uses the following system for entering and distributing minute entries:

- 2.4.5.1 Minute Entry System (MEEDS) – Used to enter minute entries for distribution to justice agencies and the private bar. This application runs on a Sun Solaris 2.6 UNIX server.

2.4.6 Maricopa County Pubic Defender (MCPD):

- 2.4.6.1 Client Records Management System (CRMS) - Used for case management. The application runs on a custom MS Visual Basic 6.0/ASP/SQL Server 7.0 running under Windows NT.
- 2.4.6.2 Time Matters (TM) - Used for case management and runs in a Novell NetWare 5.1 environment.

2.4.7 Maricopa County Legal Defender (MCLD):

Alternate to Public Defender.

- 2.4.7.1 Time Matters (TM) - used for case management and runs in a Novell NetWare 5.1 environment.

2.4.8 Maricopa County Office of Court Appointed Counsel (OCAC):

Contract defense as alternate to MCPD and MCLD.

- 2.4.8.1 Case Assignment System (CAS) - used to track cases assigned to contract attorneys and runs in a Novell NetWare 3.0 environment.

2.5 Problems to be Resolved and Opportunities to be Addressed:

The vendor shall clearly outline in its proposal a solution to replace the existing Point-to-Point Interfaces with an Interface Engine enabled to provide one connection point per application to reduce costs associated with adding new applications, upgrading applications, and providing higher throughput for messaging and processing.

The Integration Engine shall assist with implementing the following ICJIS Integration Objectives:

- 2.5.1 Eliminate duplicate and redundant data entry and provide a single point of data entry.
- 2.5.2 Increase information exchange and analysis between ICJIS and external agencies.
- 2.5.3 Improve data quality.
- 2.5.4 Enhance horizontal criminal case processing.
- 2.5.5 Provide broader access to case data.
- 2.5.6 Provide for faster case disposition to assist in reducing costs of incarceration.

2.6 Business Process and Workload Metrics:

Refer to Exhibit A. With the assistance of a consultant, twenty-eight (28) business processes were identified that involved various levels of information exchange between ICJIS Agencies. This information was compiled to provide estimates as to the size of transactions and the hourly volume of transactions to be processed by the Integration Engine

2.7 Technical Environment Requirements:

The Priority Category column in Exhibit B identifies the importance of the listed requirements as defined by ICJIS. Requirements designated with a category of Mandates (1) are mandatory and therefore disqualify a vendor if the mandatory feature of the proposed Integration Engine is not present. The Vendor shall completely fill out Exhibit BA/Vendor Response column, and clearly indicate the proposed Technical Environmental qualifications of the proposed Integration Engine. **For any response of Partial (2), an explanation must reference the specification number in the vendors proposal. In addition, for any response of Future (1) the vendor shall clearly specify the estimated delivery date and/or date of availability.**

2.8 **Other EAI Attributes:**

- 2.8.1 Exhibit C contains a checklist for responding to other EAI attributes used in the decision process to evaluate the breadth and depth of the proposed product to meet potential future requirements. The proposing vendor shall clearly indicate their response(s) based on the instructions in Exhibit B.

2.9 **Maintenance, Service and Support Requirements:**

- 2.9.1 **On-Site Support**– The proposing Vendor shall include, in their proposal and Exhibit I/Pricing Page(s), quoted rates for two (2) days of on-site support and an ongoing hourly or per diem consulting rate.
- 2.9.2 **On-Going Maintenance** – In its proposal the Vendor shall also thoroughly describe its help desk, dial-in support, 24-hour support, and on-going maintenance options. A firm fixed rate shall be quoted in Exhibit I for the on-going maintenance.

2.10 **Supportability Requirements:**

- 2.10.1 **County Staff Requirements** – The Vendor shall also clearly outline in its proposal the educational and technical skills needed of County employees to maintain and program the Interface Engine proposed.

2.11 **Training Requirements:**

- 2.11.1 Vendor shall describe the types of training available for the product and quote the associated price schedule. Any training included in the vendors price shall be clearly identified and defined.

2.12 **Project Schedule** - Refer to Exhibit H

2.13 **Background Check:**

- 2.13.1 Contractor's staff (or subcontractor's staff) providing services to areas such as detention facilities, court buildings, law enforcement agencies, or any other restricted areas shall require a background check to be performed by the Maricopa County Sheriffs Office, Superior Court, County Attorneys Office or other law enforcement agency. (This service can take 6-weeks to complete.) Final award of this proposal may be contingent upon the vendors successful completion of this background check.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT LENGTH:**

This Request for Proposals is for awarding a firm fixed price contract to cover a two (2) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **INDEMNIFICATION AND INSURANCE:**

3.3.1 **INDEMNIFICATION FOR PROFESSIONAL LIABILITY**

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or

alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 INSURANCE REQUIREMENTS:

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of the **CONSULTANT'S** work or service.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 3.3.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. The coverage shall include X,C,U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, CG 20 10 11 85, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

- 3.3.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.3.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

- 3.3.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.5 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.6 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Proposer holding the contract.

3.7 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax. **Payment(s) will be made upon successful implementation of each Phase. (Phase I, 25%; Phase II, 25%, Phase III, 25%; Phase IV, 25%).**

3.8 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.9 ACCEPTANCE:

Upon successful completion of the four (4) implementation phases and a successful performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.10 TECHNICAL AND DESCRIPTIVE LITERATURE:

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the PROPOSAL being rejected.

3.11 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.12 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

4.0 CONTRACT TERMS & CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.21 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.23 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.24 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.25 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.26 PRICE REDUCTIONS:

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.27 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.28 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

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Exhibit I - Life Cycle Cost Tables

New Systems Cost *(Definition of Personal Services, Services and Supplies, and Contractual cost. Attach supporting detailed documentation for each cost category. Include in your supporting documentation Value Added Automation Cost such as Windows, E-mail, Spreadsheet, etc.)*

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Equipment – Modem from HCC	\$300				
Hardware ¹	*	*	*	*	*
Software ² (include O/S, utilities, applications and/or packages)	\$212,500**	*	*	*	*
Financing Costs (as applicable) ⁸					
Total Capital Outlay	\$212,800				
Personal Services					
Supplies and Miscellaneous					
Communications ³					
Post Warranty -Maintenance/License. Cost ⁴	\$42,100	\$46,310	\$50,941	\$56,035	\$61,639
ISF Charges ⁵					
Development Costs	\$242,000				
Technical Support ⁶					
Contractual Services					
Training ⁶	\$11,475				
Data					
Security					
Facility and Environmental					
Parallel Operating Cost ⁷					
Total Operating Cost	\$291,075	\$46,310	\$50,941	\$56,035	\$61,639

Please refer to the following page for subscript explanations.

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- ¹Hardware costs are to include the base cost for equipment with no added technical services.
- ²Software costs are to include the base cost for an application with no added technical services. Software to be included can be operating systems, utilities, applications, tools, database management systems, add-ons, networking communication protocols, programming development modules, etc.
- ³Communication costs are to include hardware only with no added technical services (software costs associated with communications equipment are to be defined in software cost block).
- ⁴Post Warranty Maintenance Costs are expenses incurred for maintaining hardware and/or software after the initial warranty period. This can include ongoing license costs, support costs, upgrade costs, etc.
- ⁵ISF costs are to reflect the incremental increase for all ISF departments impacted by the project. Include any new facilities cost for the new system in this cost category.
- ⁶Technical Support costs are cost not included as a normal ISF operating charge. See other detailed tables for cost parameters for Technical Support and Training
- ⁷Parallel Operating Costs are those cost incurred as a result of running both the old and new system.
- ⁸Costs are those cost incurred as a result of capital or operating leases Include principal, interest and financing period.

NOTE: New System cost establishes all new costs of ownership for the solution

HCC Notes:

All HCC Notes from the Development Cost, Technical Training, and Technical Support Cost Tables apply to this table's costs/totals as appropriate to each item.

- * HCC does not resell hardware, operating system or fail-over software. Please submit the Fail-Over Hardware Configuration located on page 15 to your preferred vendor for estimation of years 1-5 costs. HCC will work with Maricopa County and the preferred vendor to ensure that the fail-over platform purchased will effectively support Cloverleaf.
- ** Price includes only software products provided by HCC as listed in the Development Cost Table.

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Development Cost *(Definition of Personal Services, Services and Supplies, and Capital Outlay cost. Attach supporting detailed documentation for each cost category)*

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Hardware	*	*	*	*	*
Software	*	*	*	*	*
O/S & Fail-Over					
Cloverleaf Production	\$125,000				
Cloverleaf Test & Development	\$35,000				
Cloverleaf Advanced Security	\$15,000				
ODBC Driver Set	\$17,500				
MSCO Pixel	\$20,000				
Total Capital Outlay	\$212,500**	*	*	*	*
Programming Support	\$217,000***				
Technical Support – Fail-Over Services	\$25,000+				
Staff Support					
Training					
Communications					
ISF Charges					
Other related development costs					
Total Development Cost	\$242,000				

NOTE: *If there are significant costs and/or benefits beyond the five-year period, please provide this information on separate schedule.)*

HCC Notes:

- * HCC does not resell hardware, operating system or fail-over software. Please submit the Fail-Over Hardware Configuration located on page 15 to your preferred vendor for estimation of years one through five costs. HCC will work with Maricopa County and the preferred vendor to ensure that the fail-over platform purchased will effectively support Cloverleaf.
- ** Price includes only software products provided by HCC.
- *** Please refer to the following Maricopa County Implementation Price Schedule for details of this pricing. Any changes to the assumptions listed therein may affect HCC pricing. Implementation is accomplished remotely and travel/per diem expenses for the two trips onsite is not included in this price.
- + HCC will provide the installation of the fail-over software and Cloverleaf on the HA hardware and test to ensure that all of the software and hardware will support fail-over. HCC plans on two site visits to Maricopa County's facility. The first site visit for the purpose of planning and designing (approximately two days) and the second site visit for the installation and implementation (approximately five days). Price does not include travel or per diem costs for these two trips.

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Data Cost (Definition of all cost associated with the acquisition of data. Attach supporting detailed documentation for each cost category)

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Purchase/Exchange					
Development					
Maintenance					
Conversion					
Redaction					
Contraction					
Deliver/Copy					
Secure					
Other related data costs					
Total Data Cost	*	*	*	*	*

HCC Note:

- * Total cost only includes documentation for products provided by HCC. With the initial software/license, HCC provides Cloverleaf® User Guide, Cloverleaf Reference Guide, Cloverleaf Operator Training Manual, and Installation Guide. Also, Cloverleaf has on-line, full color hypertext user documentation (Cloverleaf® User Guide, Cloverleaf Reference Guide, and the Installation Guide). Additionally, any revised documents are provided with the new releases and covered/priced under the annual maintenance fee/contract. Please refer to the technical Support Cost Table item Application Support.

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Technology Training and Technical Support Guidelines

Technical Training Cost *(The cost matrix below is intended to be illustrative of training support cost associated with an IT project. There could other cost to incorporate into your training cost.)*

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Vendor Hardware Training	*	*	*	*	*
Vendor Software Training	*	*	*	*	*
Application Package Training	\$9,000**				
DBMS Training					
Network Training					
Travel Expense	**				
Operations Support Training					
Security Support Training					
End-User Specific Training					
Other Training Costs	\$2,475***				
Total Technical Support Cost	\$11,475.00				

HCC Notes:

The only “users” of Cloverleaf that may require training include specific analyst/s who will be tasked with developing and/or modifying interfaces using Cloverleaf, and possibly the system administrator who sets up security (set-up documented in Install Guide) and monitor the overall system usage. The cost for training the designated IS computer hardware/software operators is included in the Development Cost Table under Programming Support. Since Cloverleaf is not user interactive, it is transparent to users of all the applications implemented through Cloverleaf.

- * HCC does not resell hardware, operating system or fail-over software nor does HCC provide any training for these items. Please consult your preferred vendor for training estimates for years 1-5 costs.
- ** HCC recommends that two Maricopa County analysts attend Cloverleaf Level 1 and that one of these two people attend Cloverleaf Level 2. Price does not include transportation to Dallas, TX training class site, hotels, meals, etc. for these three courses.
- *** HCC recommends that Maricopa County purchase the Tcl CBT Special Package that includes two Tcl courses, Tcl Essentials and Tcl Extensions.

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Technical Support Cost *(The cost matrix below is intended to be illustrative of technical support cost associated with an IT project. There may be other cost to incorporate into your technical support cost. THE COST INCLUDED HERE SHOULD NOT DUPLICATE ANY ISF TECHNICAL SUPPORT CHARGES.*

COST CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Vendor Hardware Support	*	*	*	*	*
Vendor Software Support OS and Fail-Over	*	*	*	*	*
End-User Terminal Support	**	**	**	**	**
Application Package Support ***					
Cloverleaf Production Maint.	\$25,000	\$27,500	\$30,250	\$33,275	\$36,602
CL. Test & Development Maint.	\$7,000	\$7,700	\$8,470	\$9,317	\$10,249
Advance Security Maintenance	\$3,000	\$3,300	\$3,630	\$3,993	\$4,393
ODBC Maintenance	\$3,500	\$3,850	\$4,235	\$4,658	\$5,124
MSCO Pixel Maintenance	\$3,600	\$3,960	\$4,356	\$4,792	\$5,271
DBMS Support					
Network Support					
Operations Support					
Security Support					
Travel Expenses					
Other Support Related Costs					
Total Technical Support Cost	\$42,100	\$46,310	\$50,941	\$56,035	\$61,639

HCC Notes:

- * **HCC does not resell hardware, operating system or fail-over software nor does HCC provide any technical or maintenance support for these items. Please consult your preferred vendor for these estimates for years 1-5 costs.**
- ** **Since Cloverleaf is not user interactive, it is transparent to users of all the applications implemented through Cloverleaf and no user terminal support is required.**
- *** **Under the annual maintenance support for these items, 24x7 technical support is provided as well as new releases and all revised documentation.**

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Quovadx Consulting through Dec, 2002 (Addendum #1)

Task	Hours	Hourly Rate	T&M Total	Est. Travel Expenses	Est. FY Completion
Provide support for Cloverleaf XML connectivity with ICJIS interfaces	80	\$ 175.00	\$ 14,000.00	\$ 3,000.00	FY01-02
LDAP/Advanced Security Server	40	\$ 175.00	\$ 7,000.00	\$ 2,500.00	FY01-02
Secure e-mail support	40	\$ 175.00	\$ 7,000.00	\$ 2,500.00	FY01-02
<i>Estimated FY01-02 Expenses</i>	<i>160</i>		<i>\$ 28,000.00</i>	<i>\$ 8,000.00</i>	
Support for migrating to Cloverleaf 3.9 release	80	\$ 175.00	\$ 14,000.00	\$ 3,000.00	FY02-03
Support for interfacing Cloverleaf with ICJIS application server via JMS, Web Services, or other suitable methods	120	\$ 175.00	\$ 21,000.00	\$ 3,500.00	FY02-03
Support for interfacing MQ Series with Cloverleaf	80	\$ 175.00	\$ 14,000.00	\$ 3,000.00	FY02-03
<i>Estimated FY02-03 Expenses</i>	<i>280</i>		<i>\$ 49,000.00</i>	<i>\$ 9,500.00</i>	
<i>Est. Total T&M</i>	<i>\$ 440.00</i>		<i>\$ 77,000.00</i>	<i>\$ 17,500.00</i>	

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WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: YES X NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES X NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES X NO

Terms:	NET 30 for software license. Implementation costs are payable by phase with Phase II billed in 3 equal payments. Maintenance fees must be paid prior to start of support year.
Vendor Number:	582112366
Federal Tax ID Number:	58-2112366
Company Web Site:	www.healthcare.com
Telephone Number:	(360) 417-3997
Fax Number:	(360) 417-5098
Company Contact (REP):	Frank Paton
E-mail Address (REP):	frank.paton@healthcare.com
Contract Period:	To cover the period ending December 31, 2002.